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ABSTRACT

Two consecutive collective bargaining agreements between the Maine Vocational Technical Institute (VTI) Board of Trustees and the Maine Teachers Association VTI Faculty Unit are presented, covering the years 1986-87 and 1987-89. Both agreements include articles on: (1) union recognition; (2) union security; (3) grievance procedures; (4) paid and unpaid leaves of absence; (5) rights of the faculty association; (6) management rights; (7) probation; (8) teacher evaluation; (9) discipline; (10) resignations; (11) personal and academic freedom; (12) the work year; (13) salary and fringe benefits; (14) job postings; (15) seniority; (16) transfers; (17) class size and teaching load; (18) miscellaneous items; (19) personnel files; (20) safety requirements; and (21) the duration of the contract. In addition, the 1987-89 contract also includes language on the statewide labor/management committee, set up to study and develop recommendations on issues of mutual concern, and an article on workers' compensation. Salary schedules, schedule criteria, stipend compensation formulae, grievance forms, and instructor evaluation sheets are appended to both agreements. (EJV)

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VTI BOARD OF TRUSTEES AGREEMENT WITH

MAINE TEACHERS ASSOCIATION VTI FACULTY UNIT

1986-1987 AND 1987-1989

Compiled by

National Education Association
Washington, DC

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VTI BOARD OF TRUSTEES

AGREEMENT

WITH

MAINE TEACHERS ASSOCIATION

VTI FACULTY UNIT

1986-1987

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ARTICLE 1. RECOGNITION

The Maine Vocational Technical Institute Trustees (hereafter "Trustees") recognizes the Maine Teachers Association (hereafter "the Association") as the sole and exclusive bargaining agent for the faculty and instructors (hereafter "the faculty") in the Vocational Technical Institutes pursuant to 26 M.R.S.A. §1022.

ARTICLE 2. UNION SECURITY

A. Within thirty (30) days following the effective date of this Agreement, all faculty who are covered by this Agreement and who are not members of the Association shall be provided and required to choose from the options of membership in the Association, the payment to the Association of a service fee equal to eighty percent (80%) of Association dues as a contribution towards the costs of collective bargaining, contract administration and the adjustment of grievances or exclusions from both. Any faculty member thereafter who is or who becomes covered by the Agreement and is not a member of the Association shall be provided and required to choose from such options within thirty (30) days after such conditions are met. A failure to choose membership or the eighty percent (80%) service fee options shall constitute a choice of exclusion from both.

B. Any faculty member choosing either the option of membership in the Association or the option of payment of the eighty percent (80%) service fee through payroll deduction shall be required to sign a written payroll deduction authorization form authorizing deduction from his/her pay of the membership dues or service fee from the thirtieth (30th) day following the effective date of the Agreement or the day thereafter the faculty member becomes covered by the Agreement and such written authorization shall be irrevocable for the term of this Agreement.

C. Any faculty member choosing exclusion from both the membership and the eighty percent (80%) service fee options shall so notify both the Association and Executive Director in writing and shall be bound by such choice for the term of the Agreement and shall be entitled to the services of the Association under the Agreement only upon payment to the Association of reasonable fees, including reasonable fees for faculty representative services and attorneys' fees, and cost and expenses, including arbitrators' fees and expenses incurred by the Association.

Any such faculty member complying with these conditions shall be entitled to Association services under the Agreement only on the same basis and under the same terms as Association members and faculty members paying the eighty percent (80%) service fee.

D. Any faculty member who becomes covered by this Agreement after its effective date, or who has previously selected Association membership, may change his/her dues or service fee deduction status each year during the period August 15 to September 15 by

giving written notice to the Executive Director with a copy to the Association.

E. The Association shall indemnify, defend and hold the State harmless against all claims and suits which may arise as a result of action taken pursuant to this Article.

F. The Executive Director shall inform all faculty members in writing of their obligation to make an election as specified in paragraph A, B, and C above. Such notice shall be given to individuals in writing within five (5) days after the execution of this Agreement, or within five (5) days of being covered by this Agreement, whichever is applicable.

NOTE: For purposes of this Article, the term Association is defined to include VTI Faculty Association, Maine Teachers Association and National Education Association.

ARTICLE 3. GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A dispute concerning the meaning or application of the specific terms of this Agreement.

2. Grievant: A faculty member, a group or class of faculty members or the Association. When a group or class action is initiated, a reasonable effort must be made to name all members of such group or class.

3. Director: The Director of the institute or his/her designee.

4. Executive Director: Executive Director of Maine Vocational Technical Institute or his/her designee.

5. Days: Workdays unless otherwise specified.

B. Oral Procedure

1. Within thirty (30) calendar days of the act, or omission, or first reasonable knowledge of the event that gave rise to a grievance, the grievant shall present his/her claim orally to the Director.

2. Within five (5) days of oral notification that a grievance exists, the Director shall discuss the grievance with the grievant.

3. Within five (5) days of such discussion, the Director must give an oral response to the grievant.

C. Written Procedure

1. Within ten (10) days of the oral response, the grievant

may present his/her grievance in writing to the Director if the oral response did not resolve the grievance. The written statement of the grievance shall identify the grievant(s), his/her institute, his/her position, place the alleged events took place, the identity of the person(s) responsible for causing the alleged grievance, a statement of grievance, the date of filing, the specific contract article and cause allegedly violated, the redress sought and the name of his/her representative, if any.

2. The Director must respond to the grievant in writing within ten (10) days of receipt of the written statement of the grievance.

3. Either side may request a meeting to discuss the written grievance further. Such meeting is mandatory if requested by either party within ten (10) days of the Director's receipt of the written grievance. If such meeting is held, the ten (10) days for written response begins to toll on the date of the meeting.

D. Appeal to Executive Director

1. If the grievant is not satisfied with the response at the Director's level, the grievant may appeal in writing to the Executive Director within ten (10) days of receipt of the response.

2. The statement of appeal should be accompanied by a copy of the written statement of the grievance and the Director's written response prepared pursuant to Paragraph C of this Article.

3. The Executive Director shall meet with the grievant within twenty (20) days of receipt of the appeal. The Executive Director shall respond in writing within ten (10) days of the meeting.

E. Arbitration

1. If the grievant is not satisfied with the response at the Executive Director's level, the Association may appeal the Executive Director's decision to arbitration by notifying the Executive Director by letter of such intent within fifteen (15) days of receipt of the Executive Director's response.

2. The Executive Director and the Association representative shall meet to select a mutually agreeable arbitrator within five (5) days of receipt of intent to arbitrate. If the parties have met, but are unable to agree upon an arbitrator, within ten (10) days of the meeting the Association may file a Demand for Arbitration with the American Arbitration Association ("AAA"). The arbitrator shall then be selected through the AAA in accordance with AAA rules then in effect. The Demand for Arbitration should include both a copy of the written Statement of Grievance submitted pursuant to Paragraph C of this Article and the Executive Director's written response.

3. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement. The decision of the arbitrator shall be final and binding on the parties consistent with applicable law and this Agreement.

4. The costs for the services of the arbitrator shall be borne equally by the parties.

5. The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties. The arbitrator shall be requested to issue a written decision within thirty (30) days after completion of the proceedings. The arbitrator shall be bound by the rules of the AAA which are applicable to labor relations arbitrations and which are in effect at the time of the arbitration. In the event of a disagreement regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

F. Miscellaneous

1. If the act or omission which gave rise to the grievance affects a group of faculty members at more than one campus, the grievance shall be initiated at the level of the Executive Director, but the oral procedure must be utilized.

2. Failure to initiate or appeal a grievance within the time limits stated herein shall be a forfeiture of all rights to the grievance procedure as it concerns that matter.

3. To the extent possible, grievances shall be investigated and handled to minimize interference with the regular work schedule.

4. A faculty member shall be represented at any level of the grievance procedure only by himself/herself and/or by an Association designated representative, or professional staff or counsel of the Maine Teachers Association.

5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the faculty members.

6. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated representatives.

7. In the event that a grievance is not timely answered by the Director or Executive Director at any step in the procedure, the grievant or the Association, as appropriate, may file at the

next step in the procedure.

8. No grievance orally resolved shall constitute a precedent for any purpose unless agreed to in writing by the Executive Director and the Association.

9. The time limits in this Article may be extended by mutual agreement of the Association and the Executive Director and/or his/her designee at any step of the grievance procedure.

10. The form which should be used for filing a grievance is in this Agreement as Appendix D.

ARTICLE 4. PAID LEAVE OF ABSENCE

A. Sick Leave

1. A faculty member shall be credited with one (1) day of sick leave if he/she is in pay status fifteen (15) days within the month. Services shall begin on the date of System employment and time on layoff, suspension or leave without pay shall not be counted in determining the completion of a full month of service.

2. A part-time faculty member shall be granted sick leave in the same proportion that his/her part-time service bears to full-time service. Service shall begin on the date of System employment and time on layoff, suspension or leave without pay shall not be counted in determining the completion of a full month of service.

3. Unused sick leave may be accumulated to a total of one hundred twenty (120) days. When the maximum limitation has been accumulated, days that would normally thereafter be earned shall lapse, but shall be recorded by the System. Any faculty member who has such lapsed sick leave to his/her credit may apply to the Executive Director to have the sick leave restored in the event of an extended illness or injury. The Executive Director shall authorize restoration of all or any part of the lapsed sick leave after thorough investigation including complete medical reports of the illness or injury requiring continued absence of the faculty member.

4. Sick leave shall be granted to faculty members only under the following conditions:

a. When a faculty member cannot perform his/her duties because he/she is incapacitated by personal illness, injury or disability.
b. By necessity of medical or dental care that cannot be scheduled outside of working hours.
c. By exposure to contagious disease under circumstances in which the health of the faculty member with whom associated or members of the public necessarily dealt with would be endangered by attendance on

duty.

d. Up to five (5) days in each contract year for illness in the immediate family of the faculty member that requires the attendance of the faculty member. Immediate family shall mean the spouse and the parents of the spouse, parents, guardian, children, stepchildren, brothers, sisters, grandparents, grandchildren or wards of the faculty member.

5. Faculty members shall make every effort to notify their supervisor of their pending absence prior to the start of their school day.

6. A faculty member may be required to submit a statement from his/her physician concerning the reasons for medical absence and his/her ability to return to work following such absence. Any faculty member absent for five (5) consecutive days or more may be requested to submit a physician's statement that he/she was unable to work and is now able to return to work.

7. All sick leave shall expire on the date of separation from service with the System, and no faculty member shall be paid for his/her accrued sick leave credits at the time of the termination of his/her employment. This section shall not apply if the faculty member transfers to another unit of State government which allows transfer of sick leave credit, in which case all accumulated sick leave from the System shall be transferable up to the limits allowed by the unit of government to which the faculty member is transferring.

8. Unused sick leave may be used for purposes of establishing creditable service for retirement purposes up to a maximum of ninety (90) days.

9. The Executive Director shall provide a written statement to each faculty member at or about the beginning of each school year indicating the total of sick leave credit earned, utilized and accumulated.

B. Sabbatical Leave

1. Purpose. Sabbatical leave must represent an effort to improve the professional capability of an individual faculty member.

In the interest of rewarding professional performance and encouraging professional growth, the Executive Director will grant sabbatical leave to the extent that he/she determines what is financially practicable and under the following procedures:

a. Any faculty member who has completed seven (7) continuous years of service to the school shall be eligible to apply for a sabbatical leave.
b. Application shall be to the Director on a form prepared by the Executive Director and submitted no

later than January 1 of the year of the requested leave.

c. Notification to a successful applicant(s) shall be made no later than April 1 of that year.

d. Any faculty member accepting sabbatical leave shall enter into a written agreement with the Executive Director which shall provide that in the event the faculty member resigns from school service before the completion of one (1) year of service after the expiration of the sabbatical leave, he/she shall reimburse the System for that amount which the unfulfilled one (1) year period bears to the full amount granted during such leave.

e. The faculty member on sabbatical leave shall submit periodic reports on his/her work. Following completion of the sabbatical leave the faculty member shall submit a final report on his/her research or study to the Director.

f. Each faculty member on sabbatical leave shall have the right to return to a position substantially the equivalent to his/her former position or to the same position if it is available.

g. Faculty members granted sabbatical leave shall receive full salary if leave is for a half year or half salary if leave is for a full year.

C. Military Leave

Faculty members who are members of the National Guard or other authorized State military or naval forces, and those employees who are members of the Army, Air Force, Marines, Coast Guard or Naval Reserve shall be entitled to leave of absence from their respective duties for their annual two (2) week training periods without loss of base pay and shall accrue sick and annual leave and seniority during such period up to seventeen (17) calendar days in any calendar year specified under the provisions of the National Defense Act or Armed Forces Reserve Act of 1952. To the extent possible, such leaves shall be taken in periods when classes are not in session.

D. Jury Duty

When a faculty member submits proof of the necessity of jury service or is subpoenaed as a witness on his/her workday in matters involving other than private litigation, the faculty member shall be granted a leave of absence with no charge against leave credits and shall be paid the difference between the pay for such service and his/her regular pay. The faculty member must notify the Director within one (1) working day of his/her selection for such duty.

E. Personal Leave

Faculty members shall be eligible for two (2) days of leave per year for personal business that cannot be conducted outside

the workday. A request for this leave shall be submitted to the Director for approval at least three (3) days in advance and shall state the general nature of the personal business. If a personal leave day is requested because of an emergency situation, the three (3) day notice requirement shall be waived.

F. Bereavement Leave

Each faculty member shall be allowed up to three (3) days of leave with full pay for absences resulting from the death of a member of the faculty member's immediate family. Immediate family shall mean the spouse and parents of the spouse, parents, guardian, children, step-children, brothers, sisters, grandparents, grandchildren or wards of the faculty member.

Each faculty member shall be allowed up to two (2) days of additional bereavement leave for each absence resulting from the death of a spouse or child. Such additional bereavement leave days shall be deducted from the faculty members accumulated sick leave.

ARTICLE 5. UNPAID LEAVE OF ABSENCE

A. Upon application of a faculty member, a leave of absence without pay may be granted by the Executive Director for a period of medical disability. The Executive Director may, from time to time, require the faculty member to submit a certificate from the attending physician or from a designated physician. If the System designates the physician, it shall pay the costs for obtaining such certificate. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient disability to preclude the faculty member from the performance of his/her duties, the Executive Director may cancel such sick leave and require the faculty member to report for duty on a specified date. Should the faculty member fail to report to work within the designated time, his/her employment shall be terminated.

B. Leaves of absence for other reasons may be applied for but such leave may be granted at the discretion of the Executive Director under such terms and conditions mutually agreed to by the faculty member and the Executive Director.

ARTICLE 6. RIGHTS OF THE ASSOCIATION

A. Association Access to Employees

Representatives of the Association will be granted access to faculty members for the purpose of administering this Agreement, processing grievances and other Association business at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Association representatives shall notify the Director's office when entering a facility for such purposes.

B. Bulletin Boards

1. The Executive Director shall continue to provide present bulletin board space for the use of the Maine Teachers Association and Local Faculty Association.

2. The Executive Director retains the right to remove any posted materials not signed by the Association's designated representative.

C. Use of Facilities

1. The Executive Director shall continue to provide to the Maine Teachers Association and the Local Faculty Association appropriate Institute facilities under the same guidelines, procedures and restrictions, subject to prior approval, as presently established. The Maine Teachers Association shall reimburse the Institute for any additional costs occasioned by use of Trustee facilities pursuant to this Article.

2. All meetings in Trustee facilities shall be held during the faculty member's non-work time, and in non-work areas.

3. In no event may such use of Trustee facilities interfere with the performance of faculty member's duties, or violate the Institute's security regulations and policies.

4. The Executive Director shall supply the Association upon re- quest with the names and school addresses of all faculty members each year at no cost to the Association. The Executive Director shall supply the Association with the names and school addresses of all new faculty members as soon as practicable after employment.

5. The Association and the Executive Director agree to allow two (2) faculty members per Institute to attend contract negotiations between the parties upon notification by the Association that negotiations are requested. Class coverage shall be arranged by the faculty member and approved by the Director.

6a. The Association may designate one (1) steward for each Institute who shall be allowed reasonable time to investigate and process grievances, consult with the grievant and attend grievance hearings or meetings during the normal working hours of the Institute. Such activities shall not interfere with or obstruct instructional or campus responsibilities.

6b. The Association commits itself to a reasonable use of this privilege and understands that a steward must fulfill his/her assigned responsibilities.

7. The Association shall provide the Executive Director with a list of all faculty members who are to be stewards. Any changes shall be promptly reported.

8. The President of the Faculty Association shall be granted release time equal to three (3) credit hours each semester. The Association will notify the Executive Director of the name of the Association President as soon as possible after their election to office.

ARTICLE 7. MANAGEMENT RIGHTS

The Trustees hereby retain and reserve unto itself all rights, powers, authorities, duties and responsibilities conferred upon it and vested in it by statutes and the Constitution of Maine. In all matters not specifically covered by language within this Agreement, the Trustees shall have the clear right to make decisions in such areas, on a unilateral basis.

ARTICLE 8. PROBATION

A. All faculty members shall serve a probationary period of up to three (3) years. Contracts shall be issued annually. Nonrenewal of contracts of probationary faculty members shall be at the discretion of the Director. Probationary faculty members whose contracts are not renewed shall be given written notification of at least ten (10) weeks. Such faculty member shall have the opportunity to appeal the decision of the Director to the Executive Director whose decision shall be final.

B. Faculty members who have completed their three (3) year probationary period shall receive six (6) months prior notice in the event that their contract is not renewed.

ARTICLE 9. EVALUATION

A. Faculty evaluation is recognized as a cooperative effort with the express purpose of achieving excellence in effective and purposeful classroom instruction.

B. Faculty members with continuing contract status shall be evaluated each year, in accordance with the criteria and procedures adopted by the Executive Director as set forth in Appendix E of this Agreement; probationary faculty members shall be evaluated twice a year.

C. All monitoring or observation of a faculty member for the purpose of evaluation shall be done with the knowledge of the faculty member.

D. A faculty member will be given a copy of a written report of his/her evaluation which shall be prepared by his/her evaluator within one (1) week of the evaluation and the faculty member may request a conference to discuss such evaluation report. The faculty member shall have the evaluation report at least one (1) day prior to any such conference. The faculty member may offer written comments in response to any evaluation report and such response shall be attached to the file copy.

E. Student evaluations may be used by the faculty member's evaluator in preparing his/her evaluation. Student evaluations shall not be placed in the faculty member's personnel file, either in original or summary form. Student evaluations will be made available to faculty members as soon as possible.

F. Faculty members will be evaluated by qualified persons designated by the Director.

G. Final evaluation of a faculty member upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such faculty member after severance or otherwise than in accordance with the procedures set forth in this Article.

ARTICLE 10. DISCIPLINE

A. No faculty member covered by this Agreement shall be reprimanded or suspended without just cause.

B. No faculty member with continuing contract status shall be discharged or suffer non-renewal of contract except for just cause.

C. No faculty member shall be suspended without pay or discharged without notice in writing.

D. A faculty member may meet with the Director or his/her designee to discuss the action proposed or taken within three (3) days after receipt of the suspension or dismissal notice. The faculty member, if he/she chooses, may have a representative of the Association present to advise and/or represent him/her at this meeting.

E. Any faculty member suspended without pay or dismissal may grieve directly to the Executive Director at Step 2 of the grievance procedure within fifteen (15) days after the faculty member becomes aware of such disciplinary action.

F. The Association shall be given prompt written notice of the discharge, suspension or non-renewal of any faculty member.

G. A faculty member who is given a written reprimand shall be notified that a copy of the reprimand will be sent to the Association's steward if the faculty member requests it. The faculty member shall be given the opportunity to make this request when the reprimand is issued.

ARTICLE 11. RESIGNATION

A faculty member shall give no less than thirty (30) days, but sixty (60) days whenever possible, written notice of resignation prior to the start of a new teaching assignment.

ARTICLE 12. PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a faculty member is not a concern of the Trustees except as it may directly prevent the faculty member from performing properly his/her assigned responsibilities during the workday.

B. Faculty members shall be entitled to full rights of citizenship and no religious or political activities of any faculty member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such faculty member provided that said activities do not violate any local, state or federal law.

C. The Trustees and the Association agree that academic freedom is essential to the fulfillment of the purposes of the institutional system, and they acknowledge the fundamental need to protect faculty members from any censorship, threat or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Furthermore, outside of the academic scene the faculty member shall have no less freedom than any other citizen.

D. Faculty members shall be guaranteed full freedom in classsroom presentation and discussion and may introduce politically, religiously or otherwise controversial material, provided only that said material is relevant to the course content.

E. In performing their teaching functions, faculty members shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided, however, that when they do so they make every effort to indicate that they are speaking personally and not on behalf of the institute, the administration or the Trustees.

F. The Trustees encourage the teaching, investigating and publishing of findings in an atmosphere of freedom and confidence. This spirit and philosophy is based on the belief that when students have the opportunity to learn from a variety of sources and opinions in an atmosphere of honest and open inquiry, they will develop a greater knowledge and maturity of judgment. No limitations shall be placed other than those required by generally accepted standards of responsible academic professionalism. Therefore, the freedom of each faculty member to present within his/her classroom the truth as he/she understands it in relation to his/her area of professional competence is essential to the purposes of vocational, technical, and nursing programs.

ARTICLE 13. WORK YEAR

A. Faculty members will be contracted for various periods as determined by the needs of the system. The basic annual contract will commence no earlier than the last Monday of August for forty-two (42) consecutive weeks, and end no later than the last day of the second full week of June. This shall not preclude a

faculty member from contracting on a voluntary basis for a period other than within these limits.

B. The basic work year for faculty members shall be one hundred and eighty (180) days, with no less than ten (10) non-student contact days. Of the ten non-contact days, up to eight (8) may be scheduled by the school administration and two (2) by the faculty member. The work year for faculty members on extended contracts in excess of forty-two (42) weeks shall have the basic one hundred eighty (180) day period extended on a pro-rated basis up to two hundred twenty-three (223) days (i.e., 180 x 52/42 - 223) with no less than ten (10) non-student contact days.

C. In instances where additional services are required beyond those contracted for by faculty members, qualified faculty members will be given first consideration in conformance with state laws and policies.

D. All committee work will be staffed by mutual agreement between the Director and faculty member whenever possible. If this is not possible, workload will be shared equitably among the faculty.

E. As professionals, faculty members are expected to devote the necessary to carry out the responsibilities of their position.

F. Faculty members are expected to maintain a relationship with craft committees consistent with the requirements of their positions.

ARTICLE 14. SALARY AND FRINGE BENEFITS

A1. The Director shall honor requests from faculty members for tuition-free entrance for credit to Vocational Technical Institute courses on a space available basis as their schedule permits.

A2. Tuition waiver shall be extended to dependent children of faculty who are accepted as students in full-time programs through the normal admissions process. Dependent children of part-time faculty shall be eligible for tuition waiver prorated, based on the ratio of the faculty member's contracted-for-time to full-time. Each dependent child of a faculty member shall be eligible for a tuition waiver in only one program.

B. The Trustees agree to continue to provide retirement benefits to faculty members pursuant to applicable statutes.

C1. The Trustees shall provide full single subscription health insurance coverage at no cost to the faculty member and shall additionally pick up fifty percent (50%) of the total cost of spouse and dependent health insurance premium as designated by the faculty member.

C2. Effective May 1, 1987, the Trustees agree to provide 1 million dollars aggregate Major Medical Insurance coverage to faculty members.

C3. The Trustees shall pay the full premium of employee's basic group life insurance.

D. Effective April 1, 1987, the Trustees agree to pay up to $8.00 per month toward the cost of Dental Insurance coverage for each faculty member. The Trustees further agree to provide payroll deduction for dental insurance, provided such arrangements are agreed to by the insurance carrier. Dependent coverage will be available provided there is sufficient faculty member participation in the dental insurance program. Dependent coverage will be at the faculty members' expense.

E. The Trustees encourage faculty members to undertake courses of study for self-improvement which relate to their area of instructional responsibility.

E1. Each faculty member shall, as long as funds are available, be eligible to receive up to $400 per year for the actual costs of tuition, books and fees for courses taken, workshops and seminars which are related to the faculty member's area of responsibility.

E2. Courses, workshops and seminars must be approved by the Director in writing prior to enrollment or attendance. At the conclusion of a course, workshop, or seminar, the faculty member will certify to the Director that such course(s), workshop(s), or seminar(s) have been successfully completed. Every effort will be made to promptly reimburse the faculty member after proof of successful completion and in no event later than thirty (30) days from submission of the certification, if possible.

F. Use of a faculty member's personal vehicle for authorized business shall be voluntary. In the event of authorized travel, the faculty member shall be compensated at the existing rate established for State employees for use of personal vehicles.

G. Salary

1. Each faculty member under contract shall receive a written notice of his/her salary status for the ensuing year at least two (2) months prior to the termination of the current employment year. The faculty member shall indicate his/her acceptance, in writing, no less than two (2) weeks following such notice. In the event that negotiations have not been concluded for the salary period under consideration, then time limits in reference to salary notice shall be extended, or in the absence of budget approval at the time of salary notice, the salary notice shall stipulate that salaries shall be as authorized.

2. All contracts of forty-two (42) weeks (one hundred eighty (180) days) or more shall be paid in twenty-six (26) bi-weekly installments.

3. The current practice of salary deductions will be continued. In addition, the Trustees agree to provide for payroll deductions for Washington National Insurance and for Maine Teachers Association legal services.

4. A formula for calculating stipends for coaching, yearbook advisor and student senate advisor is attached to and incorporated into this agreement as Appendix C. Faculty members' participation in such activities shall be voluntary except for those positions that have been established for this purpose.

5a. Faculty members who are employed as of February 1, 1987 or who have retired or been laid off on or after July 1, 1986 shall be paid a lump sum equal to 4% of base pay each week up to January 31, 1987. Employees who were on leave of absence, whether or not in pay status as of February 1, 1987 shall receive the payment for all time in pay status from July 1, 1986 to January 31, 1987. Payment pursuant to this paragraph shall not be applied retroactively for retirement or other such purposes. However, any faculty member retiring at any time within 3 years from July 1, 1986, may purchase retirement compensation credit in the amount of the lump sum paid to him or her by payment to the Maine State Retirement System of an amount equal to the combined amount that the Trustees and the faculty member would otherwise be required to contribute for such credit under the requirements of the Maine State Retirement System applicable during the period of time covered by the lump sum payment to the faculty member.

5b. Faculty members shall be paid salaries according to Appendix A which is attached hereto and incorporated herein.

6. Placement on Level on Salary Schedule - Faculty members covered by this Agreement after July 1, 1981 shall be paid on Level I or Level II as appropriate given the criteria found in Appendix B, except that the Director may employ an individual who does not meet the criteria for Level I or may employ an individual at a salary greater than the base rate for Level I or Level II. The Trustees shall inform the Maine Teachers Association, in writing, of all new hires, their placement level and step as soon as possible.

7. Horizontal Movement - Faculty members shall progress from step to step (horizontal movement) in the salary grid on the basis of satisfactory job performance in accordance with the provisions of Article 9, Evaluation, of this Agreement. Such progression shall occur as of the effective date of the faculty member's individual annual contract.

A faculty member may appeal the denial of a step increase pursuant to the provisions of Article 3, Grievance procedure.

8. Vertical Movement from Level I to Level II or Level II to Level III will be granted as specified in Appendix B. Vertical movement will receive two increments (2 steps, one promotional and one for satisfactory performance).

9. An Equivalency Review Committee shall be established as necessary to hear appeals for vertical movement of faculty members on the salary grid. The Committee shall be comprised of one (1) panel member designated by the Maine Teachers Association, one (1) by the Trustees, and a third neutral person chosen by the other two, who shall serve as the chairperson of the review committee. Any costs of the neutral chairperson shall be shared equally by both parties. The Committee shall be charged with the responsibility of evaluating and making judgments of equivalency criteria for vertical movement on the salary grid in accordance with Appendix B, item 4. The Equivalency Review Committee shall meet as soon as practicable after receipt of notice of appeal by the Association and may hear multiple appeals, if agreed by both parties. The majority decision of the Committee shall be final and binding on the parties.

10. Faculty members employed in the wood-harvesting program shall receive an additional five percent (5%) hardship stipend over their base contract salary.

H. VTI System Heads

1. Appointment of system heads shall be at the discretion of the Director and under terms consistent with the Agreement. The Director shall make this appointment after consultation with a faculty committee representing the system affected.

2. The compensation for duties and responsibilities of the System Chairperson will be based on the following criteria:

a. Number of students in the system;
b. Number of programs and/or courses in the system;
c. Number of faculty members in the system;
d. Size and complexity of facilities used by the system;
e. Years of experience as a chairperson;
f. Budget responsibilities;
g. Inventory control in the system;
h. Coordinating responsibility;
I. Unusual responsibilities and/or level of performance.

3. A point system will be used to determine the weight given each of the criterion as follows:

a. For each student enrolled as of the official fall enrollment in each Trade and Technical System; 1
b. For each program in the Trade and Technical Area System; 20

c. For total number of credits for different courses taught per semester by the System in a related area System; 3
d. For each full-time faculty member in the system not including the chairperson; 20
e. For each 1,000 square feet of floorspace in the facilities add up to a factor of 2.0 for complex conditions, i.e., multiple building, specialized equipment, etc.; 5
f. For experience as a chairperson, per year limited to three (3) years; 10
g. For each $1,000 of budget funds in the All Other category; 1
h. For coordinating efforts between two or more agencies, cooperating hospitals or faculty or student work sites; up to 100
i. For each $10,000 of equipment inventory in the system; 1
j. For unusual responsibilities and/or meritorious performances; 100
k. The Director shall make a determination as to total points by no later than October 1.

4. Payment will be made on the following point total.

a.	0 - 100	up to $345
b.	101 - 200	up to $690
c.	201 - 300	up to $1035
d.	301 - 400	up to $1380
e.	401 - 500	up to $1725
f.	501 - 600	up to $2070
g.	Over 600	up to $2415

I. The Trustees agree to reimburse faculty for the actual cost of license renewals, where such licenses are required by the school for teaching, up to a limit of $50.00 during the term of this Agreement per faculty member in the teaching areas listed below:

Electrical	Nursing
Plumbing	Boiler Operator
Heating	Welding

ARTICLE 15. POSTING

Vacancies within the institutes shall be publicized by the Director in accordance with the following procedure:

1. During the employment year, a notice shall be posted in each school of openings within that school no less than two (2) weeks before the deadline for accepting application.

2. At times other than in (1) above, the notice shall be posted in the administrative office of the institute.

ARTICLE 16. SENIORITY

A. The Trustees and the Association recognize that job security shall increase in proportion to the length of continuous service, and full consideration shall be given continuous service in the event of a decrease of faculty with continuing contract status followed by a need for recall.

B. In recognition, however, of the responsibility of management for the efficient operation of the vocational system, it is understood and agreed that in all cases of decrease in forces and recall, continuous service in the area of current teaching specialization shall be the controlling factor.

C. Continuous service as used in this Article shall be construed to refer to the length of continuous service with the employing vocational institute of a faculty member with continuing contract status except as modified by Article 17, Transfers. When two (2) or more faculty members have the same length of continuous service within the employing institute, the one (1) with the greater total teaching experience within the entire system shall be deemed to have a greater length of service. If they have equal periods of employment as faculty members within the system, then total teaching experience shall be considered. The above consideration will be extended to displaced faculty members for a period not to exceed one (1) year.

D. In the event of a reduction in force, faculty members with continuing contract status shall be given ninety (90) days notice prior to the effective date of layoff.

E. The Trustees agree to consult with the Association prior to a reduction in force.

F. Seniority lists shall be established by the Executive Director listing all faculty members covered by this Agreement by institute and by area of current teaching specialization. In the event of a layoff, the least senior faculty member in such area of current teaching specialization in accordance with the procedures established herein shall be laid off. The Executive Director shall supply the Association with a copy of the seniority lists. Seniority lists will be prepared within sixty (60) days of execution of this Agreement and posted on faculty bulletin boards in each institute. Faculty members will have fifteen (15) days from the date of posting of the seniority lists to challenge incorrect placement on the seniority list.

G. Unused accumulated sick leave and credits toward sabbatical eligibility will be restored to him/her upon his/her return to active employment.

H1. In the event of a reduction in force, the least senior faculty member in the area of current teaching specialization to be reduced shall be laid off.

H2. A faculty member who is to be laid off may displace the least senior faculty member in any area of teaching specialization in which they have previously satisfactorily taught providing that he/she is currently qualified.

H3. The displaced faculty member may, in turn, displace a less senior faculty member under the same terms as in Section H2. Such displacement shall continue until all displacements are completed.

I1. For one (1) year following the effective date of layoff, a faculty member who has been laid off, who indicates a desire to be placed on a recall list, and who is not otherwise employed in a full-time VTI position, shall be offered reemployment in the same or similar position at the VTI at which previously employed should an opportunity for such reemployment arise. The faculty member shall receive the same salary which was received at the time of layoff, plus any nondiscretionary increases in salary or benefits received by the faculty.

I2. All persons on the recall list shall regularly be sent VTI position vacancy announcements in the unit. For this purpose, it shall be the unit member's responsibility to keep the system advised of the unit member's current address.

I3. Should a vacancy occur at another campus within the VTI system, unit members on the recall list shall be considered prior to the general public advertisement of the position.

I4. Any offer of appropriate reemployment pursuant to this section will be accepted within thirty (30) days after the date of the offer. In the event any offer of reemployment is not accepted, the unit member shall receive no further consideration pursuant to this Article.

ARTICLE 17. TRANSFERS

Any faculty member voluntarily transferring to another position within the bargaining unit shall be considered as being in continuous service, except that any faculty member on a probationary contract shall have one (1) year added to his/her probationary period and any faculty member on continuing contract shall serve one (1) year of probation in the new position.

ARTICLE 18. CLASS SIZE AND TEACHING LOAD

Class size and teaching load will reflect recognition of the best interests of the students, the faculty member and the institute to the degree resources are available. Every effort will be

expended to reach this end. The aforementioned shall also apply to any faculty member fulfilling substitute teaching responsibilities in addition to his/her regular teaching load.

Each campus shall establish a labor/management committee to study workload at that campus.

Each committee shall have six (6) members.

The Director will appoint management members. The Union will appoint the faculty members.

The committees shall identify specific problem areas, including both excessively heavy and excessively light workloads and also describe methods of credit hour determinations and clock hour calculations.

The committees shall report to the negotiating parties by _____.

ARTICLE 19. MISCELLANEOUS

A. Embodiment of Agreement

Except as herein provided, neither party shall demand any modification to this Agreement nor shall either party be obligated to bargain collectively with the other with respect to any subject or matter specifically referred to or covered herein.

B. Maintenance of Benefits

With respect to negotiable benefits or terms and conditions affecting faculty members which are not covered by this Agreement, but which are presently provided pursuant to law, the Trustees agree to make no changes without appropriate prior consultation and negotiation with the Association.

C. No Strike or Lockout

1. Faculty members and the Association will not promote, sponsor, condone or engage in a work stoppage. Any or all faculty members who violate any provision of this section during the term of this Agreement may be disciplined or discharged.

2. The Trustees will not lockout faculty members for the duration of this Agreement.

D. No Discrimination

The parties agree to continue their established policy against all forms of illegal discrimination, including discrimination with regard to race, creed, color, national origin, sex, marital status, age, or physical disability, unless based upon a bona fide occupational qualification.

E. Substitutes

Whenever any instructor is absent for illness, an effort will be made to secure a substitute teacher.

F. Severability

In the event that any article, section or portion of this Agreement is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, then such specific article, section or portion specified in such decision or which is in such conflict or having such effect, shall be of no force and effect. Upon the issuance of such decision, if either party requests, the parties shall negotiate a substitute for such specific article, section or portion thereof, provided that the remainder of this Agreement shall continue in full force and effect.

ARTICLE 20. PERSONNEL FILES

A. Any faculty member or a representative whom he/she has designated in writing, shall have the right, upon written request to the custodian of the personnel file, to review the contents of his/her personnel file, with the exception of pre-employment materials, during the normal office hours and in the normal work area, in the presence of the custodian or his/her designee. Also, the faculty member shall be allowed to make copies at his/her expense of any documents contained therein.

B. No person other than the faculty member, his/her designated representative, the Trustees, when acting as a collective body, or the faculty member's administrators or their clerical assistants shall be allowed access to the administration's personnel file on the faculty member unless specific authorization is granted by the faculty member. There shall be only one (1) official personnel file.

C. A faculty member shall have the opportunity to review material which is to be placed in his/her personnel file and to affix his/her signature to it with the express understanding that such signature in no way indicates agreement with the contents thereof. The faculty member shall also have the right to submit a written answer to such material. This answer shall be reviewed by the Director and attached to the file copy. No anonymous material shall be placed in the faculty member's personnel file.

D. A faculty member may submit material relating to his or her employment for inclusion in the file which shall thereafter be placed in the file and retained. Any such additional material which is not an answer to material in the file and which exceeds a single page will be placed in the file by reference only and the material will actually be retained by the faculty member.

ARTICLE 21. SAFETY REQUIREMENTS

A. The Trustees will take appropriate action to assure compliance with all applicable laws concerning the health and safety of faculty and students to provide and maintain safe working conditions.

B. The Association agrees to support any programs required to meet the health and safety needs of faculty and students.

C. Faculty recommendations for purchase of safety equipment and devices for the Institute are to be made to the System head and are subject to approval by the Director. Any safety equipment or devices purchased by the Institute are the property of the Trustees.

D. The faculty agree, as a condition of employment, to utilize the appropriate safety equipment and devices required in their areas of teaching specialization.

E. The Trustees shall provide each faculty member who is required by law to wear safety shoes while teaching, a reimbursement allowance of up to thirty-five dollars ($35.00) per year for safety shoes. The Trustees shall also reimburse each faculty member who is required by law to wear safety glasses while teaching, but who need prescription safety glasses, one-third of the cost of such glasses. Ownership of and responsibility for the normal life of such equipment remain with the faculty member.

ARTICLE 22. DURATION

This Agreement shall be effective as of the date of execution except as may be otherwise specifically provided herein and shall continue in effect until June 30, 1987, at which time it shall expire.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by the appropriate representatives of the parties on May 20, 1987.

John R. McKernan, Jr.
John R. McKernan, Jr.
Governor
State of Maine

Fred J. Kahrl
Fred J. Kahrl
Chairman
Board of Trustees

Charles A. Morrison
Charles A. Morrison
Commissioner
Dept. of Administration

Kenneth A. Walo
Kenneth A. Walo
Director
Bureau of Employee Relations

Audni Miller-Beach
Audni Miller-Beach
Executive Director
Vocational-Technical Institute System

Alan Campbell
Alan Campbell
Team Member

Al York
Al York
Team Member

Barbara Woodlee
Barbara Woodlee
Team Member

Steve Wright
Steve Wright
Team Member

Jonathan Falk
Jonathan Falk
Chief Negotiator
Maine Teachers Association

George Leonard
George Leonard
Team Member, SMVTI

Edward Fitzgerald
Edward Fitzgerald
Team Member, SMVTI

Roger Ducharme
Roger Ducharme
Team Member, CMVTI

Robert Kirchherr
Robert Kirchherr
Team Member, CMVTI

Reginald Roy
Reginald Roy
Team Member, EMVTI

Richard Parker
Richard Parker
Team Member, WCVTI

Gregory O'Leary
Gregory O'Leary
Team Member, WCVTI

Daniel Boyd
Daniel Boyd
Team Member, NMVTI

Patrick St. Peter
Patrick St. Peter
Team Member, NMVTI

Appendix A

SALARY SCHEDULE 1987
VTI FACULTY UNIT
Effective February 1, 1987

	A	B	C	D	E	F	G	H	I	J
I	15,242	16,116	16,948	17,780	18,695	19,527	20,359	_____	_____	_____
II	16,993	17,825	18,740	19,572	20,404	21,257	22,151	22,983	23,857	_____
III	19,572	20,404	21,257	22,151	22,983	23,857	24,665	25,518	26,370	27,286

42 Week (180 day contract)

1) Level I - faculty members on steps B, C, D, E, F, G, and H of December 1985 schedule move to above Level I steps A through G effective February 1, 1987.

2) Level III - faculty members who have been on Step I of December 1985 schedule for more than 1 year as of February 1, 1987, shall move to above Step J effective February 1, 1987.

3) All other faculty members shall move to the corresponding step on the above schedule effective February 1, 1987.

4) Faculty members moving from Level I to Level II will move to the step which provides an increase of $45.00 and then will receive 2 increments.

APPENDIX B
SCHEDULE CRITERIA

A. Education and Experience Criteria for Levels:

LEVEL I	LEVEL II	LEVEL III
1. Ten (10) years' related trade experience	1a. Ten (10 years' related trade experience plus five (5) years' related teaching experience	1a. Ten (10) years' related trade plus 3 graduate/ undergraduate (or equivalent) credits, plus five (5) years' related teaching experience, plus six (6) years' teaching experience at Level II
	1b. Ten (10) years' related trade experience plus four (4) years' teaching at Level I	1b. Ten (10) years' related trade experience plus 30 graduate/ undergraduate (or equivalent) credits, plus ten (10) years' combined teaching experience at Level I and II
2. Associate Degree (or equivalent) plus five (5) years' trade experience	2a. Associate degree (or equivalent) plus five (5) years' related teaching experience plus five (5) years' related trade experience	2a. Associate Degree (or equivalent) plus 30 graduate/undergraduate (or equivalent) credits, plus five (5) years' related trade experience, plus five (5) years' related teaching experience, plus six (6) years' related teaching experience at Level II
	2b. Associate Degree (or equivalent) plus five (5) years' related trade experience, plus four (4) years' teaching at Level I	2b. Associate Degree (or equivalent) plus 30 graduate/ undergraduate (or equivalent) credits, plus five (5) years' related trade experience plus ten (10) years' combined teaching experience at Level I and Level II
3. Bachelor's Degree	3a. Bachelor's Degree plus five (5) years' related teaching experience	3a. Bachelor's Degree plus 30 graduate/undergraduate (or equivalent) credits plus five (5) years' related teaching experience plus six (6) years' teaching at Level II
	3b. Bachelor's Degree or Master's Degree plus four (4) years teaching at Level I	3b. Bachelor's Degree plus 30 graduate/undergraduate (or equivalent) credits plus six (6) years of teaching at Level II
	3c. Master's Degree plus three (3) years' related teaching experience	3c. Master's Degree plus six (6) years' teaching at Level II
	4. For movement from Level I to Level II a combination of trade experience, teaching experience, and educational accomplishment equivalent to any one of the criteria under Level II above. (Use of this criteria will require an application for review and recommendation by the Director subject to approval by the Commissioner whose decision may be appealed to the Equivalency Review Committee.)	4. Six (6) years' teaching experience at Level II plus a combination of trade experience, teaching experience, and educational accomplishment equivalent to any one of the criteria under Level III above. (Use of this criteria will require an application for review and recommendation by the Director subject to approval by the Commissioner whose decision may be appealed to the Equivalency Review Committee.)

APPENDIX C

STIPEND COMPENSATION FORMULA

FOR COACHING STUDENT SENATE ADVISOR AND YEARBOOK ADVISOR

The following formula can be used to determine compensation for the above extra time activities. The factors contained in the formula consist of time, responsibility, consideration of pressures and experience.

TIME (Factors 1-5)

There are five factors in this category which represents the number of hours spent on an extra time activity.

Hours	Time Factors
40-100	1
101-160	2
161-250	3
251-340	4
341-400	5

RESPONSIBILITY (Factors 1-3)

A subjective judgment must be made as to the responsibilities of those who are devoting extra time for these activities.

1. Number of participants
2. Problems of student behavior
3. Care and supervision of school property
4. Degree to which activity involves public
5. Schedule making
6. Care of handling finances
7. Length of schedule
8. Location of activity
9. Problems of transportation
10. Instructional emphasis
11. Number of games and scrimmages

CONSIDERATION OF PRESSURES (Factor 2)

Assign a factor of 2 for pressure.

EXPERIENCE (Factors see table below)

When a professional staff member has had coaching experience in the extra time activity, such experience will be recognized.

Years of experience:	1	2	3	4	5	6	7	8	9	10
Percentage:	5	8	11	14	16	18	20	22	24	26

COMPUTATION

Using the chart below

1. Add the factors you have assigned
   Time + Responsibilities + Pressures = Total
2. Multiply this total (a percentage) by Level I, Step A
3. This result is the minimum basic pay
4. Assign percentage factor for years of experience
5. Multiply this factor by minimum basic pay
6. This result is the added compensation for an athletic activity

	FACTORS						FACTOR	
Activity	Time 1-5	Responsibility 1-3	Pressure 2	Total %	Level I Step A	Minimum Basic Pay	Experience %	Annual Pay
Ath. Dir.								
V. Basketball								
V. Baseball								
Cross Country								
Golf								
Soccer								
Wrestling								
Riflery								
Skiing								
Stu. Sen. Advisor								
Stu. Yrbk. Advisor								

APPENDIX D
GRIEVANCE

Date: _____

Name: _____

Campus: _____

Mailing Address: _____

VTI-FA Grievance Representative: _____

Mailing Address: _____

Provision of Agreement Violated: _____

_____

Statement of Grievance: _____

_____

_____

_____

_____

_____

_____

Redress sought: _____

_____

_____

_____

_____

_____

_____

I will be represented by: _____

This grievance was filed with the office of: _____

_____

_____
Signature of Grievant

_____
Signature of VTI-FA/MTA/NEA Representative

APPENDIX E
INSTRUCTOR EVALUATION

PURPOSE: The instructor evaluation process is designed to provide a basis for judgement by evaluation of instructors' achievements in relation to the institute's expectations.

DIRECTIONS: Six clusters of instructor attributes list up to fifteen individual items to be evaluated. A check ( ) in the appropriate box to the right of each item should indicate S (Satisfactory), NI (Needs Improvement), and NA (Not Applicable). The space directly below each cluster may be used for written comments. For maximum utilization, both a supervisor's rating and an instructor's self appraisal should be completed to initiate dialogue at the evaluation conference.

ITEM 1 JOB KNOWLEDGE

	S	NI	NA
1. Regularly reads trade, technical and/or professional publications.			
2. Visits and/or maintains contact with similar training programs elsewhere.			
3. If possible, works in business or industry during vacation time to keep abreast of development in the field and to retain hands-on skills.			
4. Is comfortable answering students highly technical questions and students are comfortable asking them since they have full expectation of a reasoned answer.			

COMMENTS:

ITEM 2 CURRICULUM DEVELOPMENT PLANNING, ORGANIZING

1. Develops course outlines with clearly stated course activities, objectives, and methods of evaluation, and has these completed prior to the first day of class.			
2. Uses assessment and other evaluation tools as a device for identifying specific changes in curriculum content and/or methods.			
3. Uses craft committees, business and industry representatives to help plan curriculum revisions.			
4. Participates in occupational analysis for assigned curriculum, where applicable.			
5. Relates course content to other fields of study, where applicable.			

COMMENTS:

ITEM 3 INSTRUCTIONAL TECHNIQUES

1. Gives a clear, well organized lecture.			
2. Supervises well thought-out, practical lab/shop field experience.			
3. Uses questioning techniques to advantage.			
4. Tries out new teaching techniques occasionally.			
5. When handing out course outlines, carefully explains course objectives, methods of evaluation.			
6. Actually follows the course outline, in general.			
7. Utilizes several methods to assess students' progress.			
8. Explains relevancy of course content to the profession.			
9. When students don't understand something upon a first presentation, reviews using additional techniques and new examples.			
10. Stimulates students to strive for further knowledge and skills.			
11. Is obviously enthusiastic about subject matter.			

COMMENTS:

ITEM 4 PROFESSIONAL RESPONSIBILITIES

1. Posts and maintains regular office hours.			
2. Maintains accurate and complete records as required.			
3. Uses proper care of equipment, supplies.			
4. Maintains safe procedures and conditions in shop/lab/classroom.			
5. Meets all scheduled classes and labs.			
6. Assists in orientation of new students when requested.			
7. Serves willingly on faculty committees when requested.			
8. Assists in placement of graduating students, if feasible.			
9. Attends and participates in departmental meetings.			
10. Attends and participates in craft committee meetings.			
11. Participates in campus academic activities.			
12. When coordinating instruction with colleagues, performs agreed-upon share of preparation and presentation.			
13. Participates in professional organizations.			
14. Represents Department/Institution to the community when requested.			
15. Supports Department/Institute philosophy.			

COMMENTS:

ITEM 5 RELATIONSHIPS

1. Treats students with respect, kindness and firmness, and students respond in kind.			
2. Has good relationship with colleagues.			
3. Has good working relationship with administrators.			
4. Has good working relationship with support staff.			

COMMENTS:

VTI BOARD OF TRUSTEES

AGREEMENT

WITH

MAINE TEACHERS ASSOCIATION

VTI FACULTY UNIT

1987-1989

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ARTICLE 1. RECOGNITION

The Maine Vocational Technical Institute Trustees (hereafter "Trustees") recognizes the Maine Teachers Association (hereafter "the Association") as the sole and exclusive bargaining agent for the faculty and instructors (hereafter "the faculty") in the Vocational Technical Institutes pursuant to 26 M.R.S.A. §1022.

ARTICLE 2. UNION SECURITY

A. Within thirty (30) days following the effective date of this Agreement, all faculty who are covered by this Agreement and who are not members of the Association shall be provided and required to choose from the options of membership in the Association, the payment to the Association of a service fee equal to eighty percent (80%) of Association dues as a contribution towards the costs of collective bargaining, contract administration and the adjustment of grievances or exclusions from both. Any faculty member thereafter who is or who becomes covered by the Agreement and is not a member of the Association shall be provided and required to choose from such options within thirty (30) days after such conditions are met. A failure to choose membership or the eighty percent (80%) service fee options shall constitute a choice of exclusion from both.

B. Any faculty member choosing either the option of membership in the Association or the option of payment of the eighty percent (80%) service fee through payroll deduction shall be required to sign a written payroll deduction authorization form authorizing deduction from his/her pay of the membership dues or service fee from the thirtieth (30th) day following the effective date of the Agreement or the day thereafter the faculty member becomes covered by the Agreement and such written authorization shall be irrevocable for the term of this Agreement.

C. Any faculty member choosing exclusion from both the membership and the eighty percent (80%) service fee options shall so notify both the Association and Executive Director in writing and shall be bound by such choice for the term of the Agreement and shall be entitled to the services of the Association under the Agreement only upon payment to the Association of reasonable fees, including reasonable fees for faculty representative services and attorneys' fees, and cost and expenses, including arbitrators' fees and expenses incurred by the Association.

Any such faculty member complying with these conditions shall be entitled to Association services under the Agreement only on the same basis and under the same terms as Association members and faculty members' paying the eighty percent (80%) service fee.

D. Any faculty member who becomes covered by this Agreement after its effective date, or who has previously selected Association membership, may change his/her dues or service fee deduction status each year during the period August 15 to September 15 by

giving written notice to the Executive Director with a copy to the Association.

E. The Association shall indemnify, defend and hold the State harmless against all claims and suits which may arise as a result of action taken pursuant to this Article.

F. The Executive Director shall inform all faculty members in writing of their obligation to make an election as specified in paragraph A, B, and C above. Such notice shall be given to individuals in writing within five (5) days after the execution of this Agreement, or within five (5) days of being covered by this Agreement, whichever is applicable.

NOTE: For purposes of this Article, the term Association is defined to include VTI Faculty Association, Maine Teachers Association and National Education Association.

ARTICLE 3. GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A dispute concerning the meaning or application of the specific terms of this Agreement.

2. Grievant: A faculty member, a group or class of faculty members or the Association. When a group or class action is initiated, a reasonable effort must be made to name all members of such group or class.

3. Director: The Director of the institute or his/her designee.

4. Executive Director: Executive Director of Maine Vocational Technical Institute or his/her designee.

5. Days: Workdays unless otherwise specified.

B. Oral Procedure

1. Within thirty (30) calendar days of the act, or omission, or first reasonable knowledge of the event that gave rise to a grievance, the grievant shall present his/her claim orally to the Director.

2. Within five (5) days of oral notification that a grievance exists, the Director shall discuss the grievance with the grievant.

3. Within five (5) days of such discussion, the Director must give an oral response to the grievant.

C. Written Procedure

1. Within ten (10) days of the oral response, the grievant

may present his/her grievance in writing to the Director if the oral response did not resolve the grievance. The written statement of the grievance shall identify the grievant(s), his/her institute, his/her position, place the alleged events took place, the identity of the person(s) responsible for causing the alleged grievance, a statement of grievance, the date of filing, the specific contract article and cause allegedly violated, the redress sought and the name of his/her representative, if any.

2. The Director must respond to the grievant in writing within ten (10) days of receipt of the written statement of the grievance.

3. Either side may request a meeting to discuss the written grievance further. Such meeting is mandatory if requested by either party within ten (10) days of the Director's receipt of the written grievance. If such meeting is held, the ten (10) days for written response begins to toll on the date of the meeting.

D. Appeal to Executive Director

1. If the grievant is not satisfied with the response at the Director's level, the grievant may appeal in writing to the Executive Director within ten (10) days of receipt of the response.

2. The statement of appeal should be accompanied by a copy of the written statement of the grievance and the Director's written response prepared pursuant to Paragraph C of this Article.

3. The Executive Director shall meet with the grievant within twenty (20) days of receipt of the appeal. The Executive Director shall respond in writing within ten (10) days of the meeting.

E. Arbitration

1. If the grievant is not satisfied with the response at the Executive Director's level, the Association may appeal the Executive Director's decision to arbitration by notifying the Executive Director by letter of such intent within fifteen (15) days of receipt of the Executive Director's response.

2. The Executive Director and the Association representative shall meet to select a mutually agreeable arbitrator within five (5) days of receipt of intent to arbitrate. If the parties have met, but are unable to agree upon an arbitrator, within ten (10) days of the meeting the Association may file a Demand for Arbitration with the American Arbitration Association ("AAA"). The arbitrator shall then be selected through the AAA in accordance with AAA rules then in effect. The Demand for Arbitration should include both a copy of the written Statement of Grievance submitted pursuant to Paragraph C of this Article and the Executive Director's written response.

3. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no authority to add to, subtract from or modify any provisions of this Agreement. The decision of the arbitrator shall be final and binding on the parties consistent with applicable law and this Agreement.

4. The costs for the services of the arbitrator shall be borne equally by the parties.

5. The arbitrator shall fix the time and place of the hearing, taking into consideration the convenience of the parties. The arbitrator shall be requested to issue a written decision within thirty (30) days after completion of the proceedings. The arbitrator shall be bound by the rules of the AAA which are applicable to labor relations arbitrations and which are in effect at the time of the arbitration. In the event of a disagreement regarding the arbitrability of an issue, the arbitrator shall make a preliminary determination as to whether the issue is arbitrable. Once a determination is made that such a dispute is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

F. Miscellaneous

1. If the act or omission which gave rise to the grievance affects a group of faculty members at more than one campus, the grievance shall be initiated at the level of the Executive Director, but the oral procedure must be utilized.

2. Failure to initiate or appeal a grievance within the time limits stated herein shall be a forfeiture of all rights to the grievance procedure as it concerns that matter.

3. To the extent possible, grievances shall be investigated and handled to minimize interference with the regular work schedule.

4. A faculty member shall be represented at any level of the grievance procedure only by himself/herself and/or by an Association designated representative, or professional staff or counsel of the Maine Teachers Association.

5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the faculty members.

6. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated representatives.

7. In the event that a grievance is not timely answered by the Director or Executive Director at any step in the procedure, the grievant or the Association, as appropriate, may file at the

next step in the procedure.

8. No grievance orally resolved shall constitute a precedent for any purpose unless agreed to in writing by the Executive Director and the Association.

9. The time limits in this Article may be extended by mutual agreement of the Association and the Executive Director and/or his/her designee at any step of the grievance procedure.

10. The form which should be used for filing a grievance is in this Agreement as Appendix D.

ARTICLE 4. PAID LEAVE OF ABSENCE

A. Sick Leave

1. A faculty member shall be credited with one (1) day of sick leave if he/she is in pay status fifteen (15) days within the month. Services shall begin on the date of System employment and time on layoff, suspension or leave without pay shall not be counted in determining the completion of a full month of service.

2. A part-time faculty member shall be granted sick leave in the same proportion that his/her part-time service bears to full-time service. Service shall begin on the date of System employment and time on layoff, suspension or leave without pay shall not be counted in determining the completion of a full month of service.

3. Unused sick leave may be accumulated to a total of one hundred twenty (120) days. When the maximum limitation has been accumulated, days that would normally thereafter be earned shall lapse, but shall be recorded by the System. Any faculty member who has such lapsed sick leave to his/her credit may apply to the Executive Director to have the sick leave restored in the event of an extended illness or injury. The Executive Director shall authorize restoration of all or any part of the lapsed sick leave after thorough investigation including complete medical reports of the illness or injury requiring continued absence of the faculty member. In the event the Executive Director denies lapsed sick leave, the faculty member may request written specific reasons from the Executive Director who shall respond in a timely manner.

4. Sick leave shall be granted to faculty members only under the following conditions:

a. When a faculty member cannot perform his/her duties because he/she is incapacitated by personal illness, injury or disability.
b. By necessity of medical or dental care that cannot be scheduled outside of working hours.
c. By exposure to contagious disease under circumstanc-

es in which the health of the faculty member with whom associated or members of the public necessarily dealt with would be endangered by attendance on duty.

d. Up to five (5) days in each contract year for illness in the immediate family of the faculty member that requires the attendance of the faculty member. Immediate family shall mean the spouse and the parents of the spouse, parents, guardian, children, stepchildren, brothers, sisters, grandparents, grandchildren or wards of the faculty member.

5. Faculty members shall make every effort to notify their supervisor of their pending absence prior to the start of their school day.

6. A faculty member may be required to submit a statement from his/her physician concerning the reasons for medical absence and his/her ability to return to work following such absence. Any faculty member absent for five (5) consecutive days or more may be requested to submit a physician's statement that he/she was unable to work and is now able to return to work.

7. All sick leave shall expire on the date of separation from service with the System, and no faculty member shall be paid for his/her accrued sick leave credits at the time of the termination of his/her employment. This section shall not apply if the faculty member transfers to another unit of State government which allows transfer of sick leave credit, in which case all accumulated sick leave from the System shall be transferable up to the limits allowed by the unit of government to which the faculty member is transferring.

8. Unused sick leave may be used for purposes of establishing creditable service for retirement purposes up to a maximum of ninety (90) days.

9. The Executive Director shall provide a written statement to each faculty member at or about the beginning of each school year indicating the total of sick leave credit earned, utilized and accumulated.

10. A faculty member who commences employment at the beginning of a work year shall be granted full sick leave entitlement at the beginning of the year.

11. A faculty member who commences employment after the beginning of the work year shall be granted sick leave as of the first day of employment at the rate of one (1) day per month to the end of the work year.

12. Should a faculty member resign having taken more sick leave days than having been earned at the rate of one (1) day per month, the faculty member will forfeit pay for the unearned days.

B. Sabbatical Leave

1. Purpose. Sabbatical leave must represent an effort to improve the professional capability of an individual faculty member.

In the interest of rewarding professional performance and encouraging professional growth, the Executive Director will grant sabbatical leave to the extent that he/she determines what is financially practicable and under the following procedures:

a. Any faculty member who has completed seven (7) continuous years of service to the school shall be eligible to apply for a sabbatical leave.
b. Application shall be to the Director on a form prepared by the Executive Director and submitted no later than January 1 of the year of the requested leave.
c. Notification to a successful applicant(s) shall be made no later than April 1 of that year.
d. Any faculty member accepting sabbatical leave shall enter into a written agreement with the Executive Director which shall provide that in the event the faculty member resigns from school service before the completion of one (1) year of service after the expiration of the sabbatical leave, he/she shall reimburse the System for that amount which the unfulfilled one (1) year period bears to the full amount granted during such leave.
e. The faculty member on sabbatical leave shall submit periodic reports on his/her work. Following completion of the sabbatical leave the faculty member shall submit a final report on his/her research or study to the Director.
f. Each faculty member on sabbatical leave shall have the right to return to a position substantially the equivalent to his/her former position or to the same position if it is available.
g. Faculty members granted sabbatical leave shall receive full salary if leave is for a half year or half salary if leave is for a full year.
h. The VTI System will make available a minimum of two (2) sabbatical leaves for the System, contingent upon available funds. The Executive Director will encourage participation by all campuses.

C. Military Leave

Faculty members who are members of the National Guard or other authorized State military or naval forces, and those employees who are members of the Army, Air Force, Marines, Coast Guard or Naval Reserve shall be entitled to leave of absence from their respective duties for their annual two (2) week training periods without loss of base pay and shall accrue sick and annual leave and seniority during such period up to seventeen (17) cal-

endar days in any calendar year specified under the provisions of the National Defense Act or Armed Forces Reserve Act of 1952. To the extent possible, such leaves shall be taken in periods when classes are not in session. Faculty members shall, when possible, provide notification to the Director of the Institute two (2) weeks prior to the date he or she reports for duty. A copy of military leave orders shall be presented not later than five (5) days after receipt of such order.

D. Jury Duty

When a faculty member submits proof of the necessity of jury service or is subpoenaed as a witness on his/her workday in matters involving other than private litigation, the faculty member shall be granted a leave of absence with no charge against leave credits and shall be paid the difference between the pay for such service and his/her regular pay. The faculty member must notify the Director within one (1) working day of his/her selection for such duty.

E. Personal Leave

Faculty members shall be eligible for two (2) days of leave per year for personal business that cannot be conducted outside the workday. A request for this leave shall be submitted to the Director for approval at least three (3) days in advance and shall state the general nature of the personal business. If a personal leave day is requested because of an emergency situation, the three (3) day notice requirement shall be waived.

F. Bereavement Leave

Each faculty member shall be allowed up to four (4) days of leave with full pay for absences resulting from the death of a member of the faculty member's immediate family. Immediate family shall mean the spouse and parents of the spouse, parents, guardian, children, step-children, brothers, sisters, grandparents, grandchildren or wards of the faculty member.

Each faculty member shall be allowed up to one (1) day of additional bereavement leave for each absence resulting from the death of a spouse or child. Such additional bereavement leave days shall be deducted from the faculty members accumulated sick leave.

Each faculty member will be allowed up to three (3) days of leave with full pay for the absence resulting from the death of the employee's significant other living in the same household with the employee.

ARTICLE 5. UNPAID LEAVE OF ABSENCE

A. Upon application of a faculty member, a leave of absence without pay may be granted by the Executive Director for a period of medical disability. The Executive Director may, from

time to time, require the faculty member to submit a certificate from the attending physician or from a designated physician. If the System designates the physician, it shall pay the costs for obtaining such certificate. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient disability to preclude the faculty member from the performance of his/her duties, the Executive Director may cancel such sick leave and require the faculty member to report for duty on a specified date. Should the faculty member fail to report to work within the designated time, his/her employment shall be terminated.

B. Leaves of absence for other reasons may be applied for but such leave may be granted at the discretion of the Executive Director under such terms and conditions mutually agreed to by the faculty member and the Executive Director.

C. Childbearing and adoption leave will be granted without pay for a period not to exceed one (1) year. Once the initial leave has been granted, it shall not be extended. Employees shall be allowed to retain insurance benefits during such leave, at the employee's expense.

ARTICLE 6. RIGHTS OF THE ASSOCIATION

A. Association Access to Employees

Representatives of the Association will be granted access to faculty members for the purpose of administering this Agreement, processing grievances and other Association business at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Association representatives shall notify the Director's office when entering a facility for such purposes.

B. Bulletin Boards

1. The Executive Director shall continue to provide present bulletin board space for the use of the Maine Teachers Association and Local Faculty Association.

2. The Executive Director retains the right to remove any posted materials not signed by the Association's designated representative.

C. Use of Facilities

1. The Executive Director shall continue to provide to the Maine Teachers Association and the Local Faculty Association appropriate Institute facilities under the same guidelines, procedures and restrictions, subject to prior approval, as presently established. The Maine Teachers Association shall reimburse the Institute for any additional costs occasioned by use of Trustee facilities pursuant to this Article.

2. All meetings in Trustee facilities shall be held during the faculty member's non-work time, and in non-work areas.

3. In no event may such use of Trustee facilities interfere with the performance of faculty member's duties, or violate the Institute's security regulations and policies.

4. The Executive Director shall supply the Association upon re- quest with the names and school addresses of all faculty members each year at no cost to the Association. The Executive Director shall supply the Association with the names and school addresses of all new faculty members as soon as practicable after employment.

5. The Association and the Executive Director agree to allow two (2) faculty members per Institute to attend contract negotiations between the parties upon notification by the Association that negotiations are requested. Class coverage shall be arranged by the faculty member and approved by the Director.

6a. The Association may designate one (1) steward for each Institute who shall be allowed reasonable time to investigate and process grievances, consult with the grievant and attend grievance hearings or meetings during the normal working hours of the Institute. Such activities shall not interfere with or obstruct instructional or campus responsibilities.

6b. The Association commits itself to a reasonable use of this privilege and understands that a steward must fulfill his/her assigned responsibilities.

7. The Association shall provide the Executive Director with a list of all faculty members who are to be stewards. Any changes shall be promptly reported.

8. The President of the Faculty Association shall be granted release time equal to six (6) credit hours each semester. The Association will notify the Executive Director of the name of the Association President as soon as possible after their election to office.

ARTICLE 7. MANAGEMENT RIGHTS

The Trustees hereby retain and reserve unto itself all rights, powers, authorities, duties and responsibilities conferred upon it and vested in it by statutes and the Constitution of Maine. In all matters not specifically covered by language within this Agreement, the Trustees shall have the clear right to make decisions in such areas, on a unilateral basis.

ARTICLE 8. PROBATION

A. All faculty members shall serve a probationary period of up to three (3) years. Contracts shall be issued annually. Nonrenewal of contracts of probationary faculty members shall be at

the discretion of the Director. Probationary faculty members whose contracts are not renewed shall be given written notification of at least ten (10) weeks. Such faculty member shall have the opportunity to appeal the decision of the Director to the Executive Director whose decision shall be final.

B. Faculty members who have completed their three (3) year probationary period shall receive six (6) months prior notice in the event that their contract is not renewed.

ARTICLE 9. EVALUATION

A. Faculty evaluation is recognized as a cooperative effort with the express purpose of achieving excellence in effective and purposeful classroom instruction.

B. Faculty members with continuing contract status shall be evaluated each year, in accordance with the criteria and procedures adopted by the Executive Director as set forth in Appendix E of this Agreement; probationary faculty members shall be evaluated twice a year.

C. All monitoring or observation of a faculty member for the purpose of evaluation shall be done with the knowledge of the faculty member.

D. A faculty member will be given a copy of a written report of his/her evaluation which shall be prepared by his/her evaluator within one (1) week of the evaluation and the faculty member may request a conference to discuss such evaluation report. The faculty member shall have the evaluation report at least one (1) day prior to any such conference. The faculty member may offer written comments in response to any evaluation report and such response shall be attached to the file copy.

E. Student evaluations may be used by the faculty member's evaluator in preparing his/her evaluation. Student evaluations shall not be placed in the faculty member's personnel file, either in original or summary form. Student evaluations will be made available to faculty members as soon as possible.

F. Faculty members will be evaluated by qualified persons designated by the Director.

G. Final evaluation of a faculty member upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such faculty member after severance or otherwise than in accordance with the procedures set forth in this Article.

ARTICLE 10. DISCIPLINE

A. No faculty member covered by this Agreement shall be reprimanded or suspended without just cause.

B. No faculty member with continuing contract status shall be discharged or suffer non-renewal of contract except for just cause.

C. No faculty member shall be suspended without pay or discharged without notice in writing.

D. A faculty member may meet with the Director or his/her designee to discuss the action proposed or taken within three (3) days after receipt of the suspension or dismissal notice. The faculty member, if he/she chooses, may have a representative of the Association present to advise and/or represent him/her at this meeting.

E. Any faculty member suspended without pay or dismissal may grieve directly to the Executive Director at Step 2 of the grievance procedure within fifteen (15) days after the faculty member becomes aware of such disciplinary action.

F. The Association shall be given prompt written notice of the discharge, suspension or non-renewal of any faculty member.

G. A faculty member who is given a written reprimand shall be notified that a copy of the reprimand will be sent to the Association's steward if the faculty member requests it. The faculty member shall be given the opportunity to make this request when the reprimand is issued.

ARTICLE 11. RESIGNATION

A faculty member shall give no less than thirty (30) days, but sixty (60) days whenever possible, written notice of resignation prior to the start of a new teaching assignment.

ARTICLE 12. PERSONAL AND ACADEMIC FREEDOM

A. The personal life of a faculty member is not a concern of the Trustees except as it may directly prevent the faculty member from performing properly his/her assigned responsibilities during the workday.

B. Faculty members shall be entitled to full rights of citizenship and no religious or political activities of any faculty member or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such faculty member provided that said activities do not violate any local, state or federal law.

C. The Trustees and the Association agree that academic freedom is essential to the fulfillment of the purposes of the institutional system, and they acknowledge the fundamental need to protect faculty members from any censorship, threat or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

Furthermore, outside of the academic scene the faculty member shall have no less freedom than any other citizen.

D. Faculty members shall be guaranteed full freedom in classsroom presentation and discussion and may introduce politically, religiously or otherwise controversial material, provided only that said material is relevant to the course content.

E. In performing their teaching functions, faculty members shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided, however, that when they do so they make every effort to indicate that they are speaking personally and not on behalf of the institute, the administration or the Trustees.

F. The Trustees encourage the teaching, investigating and publishing of findings in an atmosphere of freedom and confidence. This spirit and philosophy is based on the belief that when students have the opportunity to learn from a variety of sources and opinions in an atmosphere of honest and open inquiry, they will develop a greater knowledge and maturity of judgment. No limitations shall be placed other than those required by generally accepted standards of responsible academic professionalism. Therefore, the freedom of each faculty member to present within his/her classroom the truth as he/she understands it in relation to his/her area of professional competence is essential to the purposes of vocational, technical, and nursing programs.

ARTICLE 13. WORK YEAR

A. Faculty members will be contracted for various periods as determined by the needs of the system. The basic annual contract will commence no earlier than the last Monday of August for forty-two (42) consecutive weeks, and end no later than the last day of the second full week of June. This shall not preclude a faculty member from contracting on a voluntary basis for a period other than within these limits.

Effective July 1, 1988, amend paragraphs A to read as follows:

A. Faculty members will be contracted for various periods as determined by the needs of the system. The basic annual contract will commence no earlier than the last Monday of August and end no later than the last day of May. This shall not preclude a faculty member from contracting on a voluntary basis for a period other than within these limits.

B. The basic work year for faculty members shall be one hundred and eighty (180) days, with no less than ten (10) non-student contact days. Of the ten non-contact days, up to eight (8) may be scheduled by the school administration and two (2) by the faculty member. The work year for faculty members on extended contracts in excess of forty-two (42) weeks shall have the basic one hundred eighty (180) day period extended on a prorated basis up to two hundred twenty-three (223) days (i.e., 180

x 52/42 - 223) with no less than ten (10) non-student contact days.

Effective July 1, 1988, amend paragraph B to read as follows:

B. The basic work year for faculty members shall be one hundred and sixty-seven (167) days, with no less than seven (7) non-students contact days. Of the seven (7) non-contact days, up to five (5) may be scheduled by the school administration and two (2) by the faculty member. The work year for faculty members on extended contracts in excess of one hundred sixty-seven (167) days shall be extended on a prorated basis (i.e., BASE SALARY divided by 167 X the total number of days of the contract) with no less than seven (7) non-student contact days.

C. In instances where additional services are required beyond those contracted for by faculty members, qualified faculty members will be given first consideration in conformance with state laws and policies.

D. All committee work will be staffed by mutual agreement between the Director and faculty member whenever possible. If this is not possible, workload will be shared equitably among the faculty.

E. As professionals, faculty members are expected to devote the necessary time to carry out the responsibilities of their position.

F. Faculty members are expected to maintain a relationship with craft committees consistent with the requirements of their positions.

G. All faculty members shall receive a copy of the school calendar for the year following school year no later than May 1 of the preceding academic year.

ARTICLE 14. SALARY AND FRINGE BENEFITS

A1. The Director shall honor requests from faculty members for tuition-free entrance for credit to Vocational Technical Institute courses on a space available basis as their schedule permits.

A2. Tuition waiver shall be extended to dependent children of faculty who are accepted as students in full-time programs through the normal admissions process. Dependent children of part-time faculty shall be eligible for tuition waiver prorated, based on the ratio of the faculty member's contracted-for-time to full-time. In addition, a tuition waiver for a spouse shall be made available on a space available basis with no longer than one (1) year delay beyond the regular application process. Each dependent child/spouse of a faculty member shall be eligible for tuition waivers not to exceed two (2) years of full-time course work.

B. The Trustees agree to continue to provide retirement benefits to faculty members pursuant to applicable statutes.

C1. The Trustees shall provide full single subscription health insurance coverage at no cost to the faculty member and shall additionally pick up fifty percent (50%) of the total cost of spouse and dependent health insurance premium as designated by the faculty member.

C2. Effective May 1, 1987, the Trustees agree to provide 1 million dollars aggregate Major Medical Insurance coverage to faculty members.

C3. The Trustees shall pay the full premium of employee's basic group life insurance.

D. The Trustees shall provide single subscription Dental Insurance Coverage for each faculty member. Dependent coverage will be available provided there is sufficient faculty member participation in the dental insurance program. Dependent coverage will be at the faculty member's expense and may be payroll deducted.

E. The Trustees encourage faculty members to undertake courses of study for self-improvement which relate to their area of instructional responsibility.

E1. Each faculty member shall, as long as funds are available, be eligible to receive up to $400 per year for the actual costs of tuition, books and fees for courses taken, workshops and seminars which are related to the faculty member's area of responsibility.

Effective July 1, 1988, amend paragraph E1 as follows:

E1. Each faculty member shall, as long as funds are available, be eligible to receive up to five hundred dollars ($500.00) per year for actual costs of tuition, books and fees for courses taken or workshops and seminars which are related to the faculty member's area of responsibility.

E2. Courses, workshops and seminars must be approved by the Director in writing prior to enrollment or attendance. At the conclusion of a course, workshop, or seminar, the faculty member will certify to the Director that such course(s), workshop(s), or seminar(s) have been successfully completed. Every effort will be made to promptly reimburse the faculty member after proof of successful completion and in no event later than thirty (30) days from submission of the certification, if possible.

F. Use of a faculty member's personal vehicle for authorized business shall be voluntary. In the event of authorized travel, the faculty member shall be compensated at the existing rate established for State employees for use of personal vehicles.

G. Salary

1. Each faculty member under contract shall receive a written notice of his/her salary status for the ensuing year at least two (2) months prior to the termination of the current employment year. The faculty member shall indicate his/her acceptance, in writing, no less than two (2) weeks following such notice. In the event that negotiations have not been concluded for the salary period under consideration, then time limits in reference to salary notice shall be extended, or in the absence of budget approval at the time of salary notice, the salary notice shall stipulate that salaries shall be as authorized.

2. All contracts of forty-two (42) weeks (one hundred eighty (180) days) or more shall be paid in twenty-six (26) biweekly installments.

Effective July 1, 1988, amend:

2. All contracts of one hundred sixty-seven (167) days or more shall be paid in twenty-six (26) biweekly installments.

3. The current practice of salary deductions will be continued. In addition, the Trustees agree to provide for payroll deductions for Washington National Insurance and for Maine Teachers Association legal services.

4. A formula for calculating stipends for coaching, yearbook advisor and student senate advisor is attached to and incorporated into this agreement as Appendix C. Faculty members' participation in such activities shall be voluntary except for those positions that have been established for this purpose.

5. Faculty members shall be paid salaries according to Appendix A which is attached hereto and incorporated herein.

6. Placement on Level on Salary Schedule - Faculty members covered by this Agreement shall be paid on Level I or Level II as appropriate given the criteria found in Appendix B, except that the Director may employ an individual who does not meet the criteria for Level I or may employ an individual at a salary greater than the base rate for Level I or Level II. In the event that an individual with similar qualifications is employed at a greater salary than a current employee in a comparable discipline on a campus, the current employee may

appeal to the Campus Director for an adjustment in pay at least equal to the new employee. The Trustees shall inform the Maine Teachers Association, in writing, of all new hires, their placement level and step as soon as possible.

7. Horizontal Movement - Faculty members shall progress from step to step (horizontal movement) in the salary grid on the basis of satisfactory job performance in accordance with the provisions of Article 9, Evaluation, of this Agreement. Such progression shall occur as of the effective date of the faculty member's individual annual contract.

A faculty member may appeal the denial of a step increase pursuant to the provisions of Article 3, Grievance procedure.

8. Vertical Movement from Level I to Level II or Level II to Level III will be granted as specified in Appendix B. Vertical movement will receive two increments (2 steps, one promotional and one for satisfactory performance).

9. An Equivalency Review Committee shall be established as necessary to hear appeals for vertical movement of faculty members on the salary grid. The Committee shall be comprised of one (1) panel member designated by the Maine Teachers Association, one (1) by the Trustees, and a third neutral person chosen by the other two, who shall serve as the chairperson of the review committee. Any costs of the neutral chairperson shall be shared equally by both parties. The Committee shall be charged with the responsibility of evaluating and making judgments of equivalency criteria for vertical movement on the salary grid in accordance with Appendix B, item 4. The Equivalency Review Committee shall meet as soon as practicable after receipt of notice of appeal by the Association and may hear multiple appeals, if agreed by both parties. The majority decision of the Committee shall be final and binding on the parties.

10. Faculty members employed in the wood-harvesting program shall receive an additional five percent (5%) hardship stipend over their base contract salary.

H. VTI System Heads

1. Appointment of system heads shall be at the discretion of the Director and under terms consistent with the Agreement. The Director shall make this appointment after consultation with a faculty committee representing the system affected.

2. The compensation for duties and responsibilities of the System Chairperson will be based on the following criteria:

a. Number of students in the system;
b. Number of programs and/or courses in the system;
c. Number of faculty members in the system;
d. Size and complexity of facilities used by the system;
e. Years of experience as a chairperson;
f. Budget responsibilities;
g. Inventory control in the system;
h. Coordinating responsibility;
I. Unusual responsibilities and/or level of performance.

3. A point system will be used to determine the weight given each of the criterion as follows:

a.	For each student enrolled as of the official fall enrollment in each Trade and Technical System;	1
b.	For each program in the Trade and Technical Area System;	20
c.	For total number of credits for different courses taught per semester by the System in a related area System;	3
d.	For each full-time faculty member in the system not including the chairperson;	20
e.	For each 1,000 square feet of floorspace in the facilities add up to a factor of 2.0 for complex conditions, i.e., multiple building, specialized equipment, etc.;	5
f.	For experience as a chairperson, per year limited to three (3) years;	10
g.	For each $1,000 of budget funds in the All Other category;	1
h.	For coordinating efforts between two or more agencies, cooperating hospitals or faculty or student work sites; up to	100
i.	For each $10,000 of equipment inventory in the system;	1
j.	For unusual responsibilities and/or meritorious performances;	100
k.	The Director shall make a determination as to total points by no later than October 1.	

4. Payment will be made on the following point total.

a.	0 - 100	up to $380
b.	101 - 200	up to $760
c.	201 - 300	up to $1140
d.	301 - 400	up to $1520
e.	401 - 500	up to $1900
f.	501 - 600	up to $2280

g. Over 600 up to $2660

I. The Trustees agree to reimburse faculty for the actual cost of license renewals, where such licenses are required by job description by the school for teaching, up to a limit of $100.00 during the term of this Agreement per faculty member in the teaching areas listed below:

Electrical	Nursing
Plumbing	Boiler Operator
Heating	Welding

ARTICLE 15. POSTING

Vacancies within the institutes shall be publicized by the Director in accordance with the following procedure:

1. During the employment year, a notice shall be posted in each school of openings within that school no less than two (2) weeks before the deadline for accepting application.

2. At times other than in (1) above, the notice shall be posted in the administrative office of the institute.

ARTICLE 16. SENIORITY

A. The Trustees and the Association recognize that job security shall increase in proportion to the length of continuous service, and full consideration shall be given continuous service in the event of a decrease of faculty with continuing contract status followed by a need for recall.

B. In recognition, however, of the responsibility of management for the efficient operation of the vocational system, it is understood and agreed that in all cases of decrease in forces and recall, continuous service in the area of current teaching specialization shall be the controlling factor.

C. Continuous service as used in this Article shall be construed to refer to the length of continuous service with the employing vocational institute of a faculty member with continuing contract status except as modified by Article 17, Transfers. When two (2) or more faculty members have the same length of continuous service within the employing institute, the one (1) with the greater total teaching experience within the entire system shall be deemed to have a greater length of service. If they have equal periods of employment as faculty members within the system, then total teaching experience shall be considered. The above consideration will be extended to displaced faculty members for a period not to exceed one (1) year.

D. In the event of a reduction in force, faculty members with continuing contract status shall be given ninety (90) days

notice prior to the effective date of layoff.

E. The Trustees agree to consult with the Association prior to a reduction in force.

F. Seniority lists shall be established by the Executive Director listing all faculty members covered by this Agreement by institute and by area of current teaching specialization. In the event of a layoff, the least senior faculty member in such area of current teaching specialization in accordance with the procedures established herein shall be laid off. The Executive Director shall supply the Association with a copy of the seniority lists. Seniority lists will be prepared within sixty (60) days of execution of this Agreement and posted on faculty bulletin boards in each institute. Faculty members will have fifteen (15) days from the date of posting of the seniority lists to challenge incorrect placement on the seniority list.

G. Unused accumulated sick leave and credits toward sabbatical eligibility will be restored to him/her upon his/her return to active employment.

H1. In the event of a reduction in force, the least senior faculty member in the area of current teaching specialization to be reduced shall be laid off.

H2. A faculty member who is to be laid off may displace the least senior faculty member in any area of teaching specialization in which they have previously satisfactorily taught providing that he/she is currently qualified.

H3. The displaced faculty member may, in turn, displace a less senior faculty member under the same terms as in Section H2. Such displacement shall continue until all displacements are completed.

I1. For one (1) year following the effective date of layoff, a faculty member who has been laid off, who indicates a desire to be placed on a recall list, and who is not otherwise employed in a full-time VTI position, shall be offered reemployment in the same or similar position at the VTI at which previously employed should an opportunity for such reemployment arise. The faculty member shall receive the same salary which was received at the time of layoff, plus any nondiscretionary increases in salary or benefits received by the faculty.

I2. All persons on the recall list shall regularly be sent VTI position vacancy announcements in the unit. For this purpose, it shall be the unit member's responsibility to keep the system advised of the unit member's current address.

I3. Should a vacancy occur at another campus within the VTI system, unit members on the recall list shall be considered prior to the general public advertisement of the position.

I4. Any offer of appropriate reemployment pursuant to this section will be accepted within thirty (30) days after the date of the offer. In the event any offer of reemployment is not accepted, the unit member shall receive no further consideration pursuant to this Article.

ARTICLE 17. TRANSFERS

Any faculty member voluntarily transferring to another position within the bargaining unit shall be considered as being in continuous service, except that any faculty member on a probationary contract shall have one (1) year added to his/her probationary period and any faculty member on continuing contract shall serve one (1) year of probation in the new position.

ARTICLE 18. CLASS SIZE AND TEACHING LOAD

Class size and teaching load will reflect recognition of the best interests of the students, the faculty member and the institute to the degree resources are available. Every effort will be expended to reach this end. The aforementioned shall also apply to any faculty member fulfilling substitute teaching responsibilities in addition to his/her regular teaching load.

Each campus shall establish a labor/management committee to study workload at that campus.

Each committee shall have six (6) members.

The Director will appoint management members. The Union will appoint the faculty members.

The committees shall identify specific problem areas, including both excessively heavy and excessively light workloads and also describe methods of credit hour determinations and clock hour calculations.

The committees shall report to the negotiating parties.

ARTICLE 19. MISCELLANEOUS

A. Embodiment of Agreement

Except as herein provided, neither party shall demand any modification to this Agreement nor shall either party be obligated to bargain collectively with the other with respect to any subject or matter specifically referred to or covered herein.

B. Maintenance of Benefits

With respect to negotiable benefits or terms and conditions

affecting faculty members which are not covered by this Agreement, but which are presently provided pursuant to law, the Trustees agree to make no changes without appropriate prior consultation and negotiation with the Association.

C. No Strike or Lockout

1. Faculty members and the Association will not promote, sponsor, condone or engage in a work stoppage. Any or all faculty members who violate any provision of this section during the term of this Agreement may be disciplined or discharged.

2. The Trustees will not lockout faculty members for the duration of this Agreement.

D. No Discrimination

The parties agree to continue their established policy against all forms of illegal discrimination, including discrimination with regard to race, creed, color, national origin, sex, marital status, age, or physical disability, unless based upon a bona fide occupational qualification.

E. Substitutes

Whenever any instructor is absent for illness, an effort will be made to secure a substitute teacher.

F. Severability

In the event that any article, section or portion of this Agreement is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, then such specific article, section or portion specified in such decision or which is in such conflict or having such effect, shall be of no force and effect. Upon the issuance of such decision, if either party requests, the parties shall negotiate a substitute for such specific article, section or portion thereof, provided that the remainder of this Agreement shall continue in full force and effect.

ARTICLE 20. PERSONNEL FILES

A. Any faculty member or a representative whom he/she has designated in writing, shall have the right, upon written request to the custodian of the personnel file, to review the contents of his/her personnel file, with the exception of pre-employment materials, during the normal office hours and in the normal work area, in the presence of the custodian or his/her designee. Also, the faculty member shall be allowed to make copies at his/her expense of any documents contained therein.

B. No person other than the faculty member, his/her designated representative, the Trustees, when acting as a collective body, or the faculty member's administrators or their clerical assistants shall be allowed access to the administration's

personnel file on the faculty member unless specific authorization is granted by the faculty member. There shall be only one (1) official personnel file.

C. A faculty member shall have the opportunity to review material which is to be placed in his/her personnel file and to affix his/her signature to it with the express understanding that such signature in no way indicates agreement with the contents thereof. The faculty member shall also have the right to submit a written answer to such material. This answer shall be reviewed by the Director and attached to the file copy. No anonymous material shall be placed in the faculty member's personnel file.

D. A faculty member may submit material relating to his or her employment for inclusion in the file which shall thereafter be placed in the file and retained. Any such additional material which is not an answer to material in the file and which exceeds a single page will be placed in the file by reference only and the material will actually be retained by the faculty member.

ARTICLE 21. SAFETY REQUIREMENTS

A. The Trustees will take appropriate action to assure compliance with all applicable laws concerning the health and safety of faculty and students to provide and maintain safe working conditions.

B. The Association agrees to support any programs required to meet the health and safety needs of faculty and students.

C. Faculty recommendations for purchase of safety equipment and devices for the Institute are to be made to the System head and are subject to approval by the Director. Any safety equipment or devices purchased by the Institute are the property of the Trustees.

D. The faculty agree, as a condition of employment, to utilize the appropriate safety equipment and devices required in their areas of teaching specialization.

E. The Trustees shall provide each faculty member who is required by law to wear safety shoes while teaching, a reimbursement allowance of up to thirty-five dollars ($35.00) per year for safety shoes. The Trustees shall also reimburse each faculty member who is required by law to wear safety glasses while teaching, but who need prescription safety glasses, one-third of the cost of such glasses. Ownership of and responsibility for the normal life of such equipment remain with the faculty member.

ARTICLE 22. STATEWIDE LABOR/MANAGEMENT COMMITTEE

There shall be established a Labor/Management Committee to study and develop recommendations for issues of mutual concern such as workload, work hours, CED and Department Chairpersons. Report shall be made no later than January 1, 1989.

The Labor/Management Committee shall consist of one (1) faculty member from each campus, appointed by the faculty association and six (6) management members appointed by the Executive Director.

The Committee shall meet at least once every two months. Committee members may participate in Committee meetings during working hours without loss of pay.

The reports of the Committee shall be submitted to the Faculty Association, Administration and the Board of Trustees through the Executive Director.

ARTICLE 23. WORKERS' COMPENSATION

Where an employee, based on medical evidence provided by an employee's physician, has been unable to work for one (1) year, the employee may be terminated from his or her position. Such termination shall not be considered disciplinary in any way. If the employee later becomes capable of performing the job duties of the position from which he or she was terminated, the employee may return to that position if it is vacant.

ARTICLE 24. DURATION

This Agreement shall be effective as of July 1, 1987, except as may be otherwise specifically provided herein and shall continue in effect until June 30, 1989, at which time it shall expire.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by the appropriate representatives of the parties on April 19, 1988.

John R. McKernan, Jr.
Governor
State of Maine

Stephen L. Wright
Chairman
Board of Trustees

Charles A. Morrison
Commissioner
Dept. of Administration

Kenneth A. Walo
Director
Bureau of Employee Relations

Audni Miller-Beach
Executive Director
Vocational-Technical Institute System

Jane Gilbert
Chief Negotiator

Richard Lee
Team Member

Al York
Team Member

Alicia Kellogg Hanson
Team Member

William Flahive
Team Member

Janet Tarbuck
Team Member, KVVTI

Gregory O'Leary
Team Member, WCVTI

Barry Melamed
Chief Negotiator
Maine Teachers Association

Elizabeth Campanile
Maine Teachers Association

Ronald Turner
Team Member, EMVTI

Edward Fitzgerald
Team Member, SMVTI

Lance Hudson
Team Member, SMVTI

Robert Kirchherr
Team Member, CMVTI

Reginald Roy
Team Member, EMVTI

Richard Parker
Team Member, WCVTI

Sonny Michaud
Team Member, NMVTI

Larry Lynch
Team Member, NMVTI

Peter Gagnon
Team Member, CMVTI

Pam Seeley
Team Member, KVVTI

APPENDIX A

SALARY SCHEDULE

VTI FACULTY UNIT

JULY 1, 1987

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Level I	16,765	17,638	18,512	19,448	20,322	21,174	22,069	_____	_____	_____
II	17,680	18,533	19,469	20,363	21,216	22,110	23,046	23,899	24,814	25,646
III	20,363	21,216	22,110	23,046	23,899	24,814	25,646	26,541	27,435	28,371

1) 180 Day contract

2) Level II - Faculty members who have been on Step I for at least one (1) year effective July 1, 1987 shall move to Step J effective July 1, 1987.

3) Lump sum payment, not on base salary, of $250.00 for Level III, Step J employees who did not receive a step on July 1, 1987 or beginning of 1987-88 contract year.

APPENDIX B

SALARY SCHEDULE

VTI FACULTY UNIT

JULY 1, 1988

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K
Level I	17,430	18,346	19,261	20,218	21,133	22,027	22,942	_____	_____	_____	_____
II	18,387	19,282	20,238	21,174	22,069	23,005	23,962	24,856	25,813	26,666	_____
III	21,174	22,069	23,005	23,962	24,856	25,813	26,666	27,602	28,538	29,515	30,555

1) 167 Day contract

2) Level III - Faculty members who have been on Step J for at least one (1) year effective July 1, 1988 shall move to Step K effective July 1, 1988.

APPENDIX C
SCHEDULE CRITERIA

EFFECTIVE JULY 1, 1988

A. Education and Experience Criteria for Levels:

LEVEL I	LEVEL II	LEVEL III
1. Ten (10) years' related trade experience	1a. Ten (10) years' related trade experience plus five (5) years' related teaching experience.	1a. Ten (10) years' related trade plus 30 graduate/undergraduate (or equivalent) credits, plus five (5) years' related teaching experience, plus four (4) years' teaching experience at Level II
	1b. Ten (10) years' related trade experience, plus three (3) years' teaching at Level I.	1b. Ten (10) years' related trade experience plus 30 graduate/undergraduate (or equivalent) credits plus seven (7) years' combined teaching experience at Level I and II.
2. Associate Degree (or equivalent) plus five (5) years' trade experience.	2a. Associate degree (or equivalent) plus five (5) years' related teaching experience plus five (5) years' related trade experience.	2a. Associate Degree (or equivalent) plus 30 graduate/undergraduate (or equivalent) credits, plus five (5) years' related trade experience plus five (5) years' related teaching experience, plus four (4) years' related teaching experience at Level II.
	2b. Associate Degree (or equivalent) plus five (5) years' related trade experience, plus three (3) years' teaching at	2b. Associate Degree (or equivalent) plus 30 graduate/undergraduate (or equivalent) credits, plus five (5) years' related trade experience plus seven (7) years' combined teaching experience at Level I and Level II

3. Bachelor's Degree	3a. Bachelor's Degree plus five (5) years' related teaching experience.	3a. Bachelor's Degree plus 30 graduate/undergraduate (or equivalent) credits plus five (5) years' related teaching experience plus four (4) years' teaching at Level II.
	3b. Bachelor's Degree or Master's Degree plus three (3) years' teaching at Level I.	3b. Bachelor's Degree plus 30 graduate/undergraduate (or equivalent) credits plus four (4) years' of teaching at Level II.
	3c. Master's Degree plus three (3) years' related teaching experience.	3c. Master's Degree plus four (4) years' teaching at Level II.
	4. For movement from Level I to Level II a combination of trade experience, teaching experience, and educational accomplishment equivalent to any one of the under Level II above. (Use of this criteria will require an application for review and recommendation by the campus Director subject to approval of the ex Director whose decision may be appealed to the Equivalency Review Committee.	4. Four (4) years' teaching experience at Level II plus a combination of trade experience, teaching experience, and educational accomplishment equivalent to any one of the criteria under Level III above. (Use of this criteria will require an application for review and recommendation by the Director subject to approval by the ex Director whose decision may be appealed to the Equivalency Review Committee).

Effective July 1, 1987

CEU Workshops, industrial seminars, and other related trade experiences leading to new skills shall be evaluated at (1) CEU for every ten (10) hours of time involved.

4.5 CEU credits are equal in value to graduate/undergraduate credits for the purpose of movement between contract levels.

APPENDIX D
STIPEND COMPENSATION FORMULA

The following formula can be used to determine compensatin for the above extra time activities. The factors contained in the formula consist of time, responsibility, and experience.

There are five factors in this category which represents the number of hours spent on an extra time activity.

Hours	Time Factors
40-100	1
101-160	2
161-250	3
251-340	4
341-400	5

RESPONSIBILITY (Factors 1-3)

A subjective judgment must be made as to the responsibilities of those who are devoting extra time for these activities.

1. Number of participants
2. Problems of student behavior
3. Care and supervision of school property
4. Degree to which activity involves public
5. Schedule making
6. Care of handling finances
7. Length of schedule
8. Location of activity
9. Problems of transportation
10. Instructional emphasis
11. Number of games and scrimmages

CONSIDERATION OF PRESSURES (Factor 2)

Assign a factor of 2 for pressure.

EXPERIENCE (Factors see Table below)

When a professional staff member has had coaching experience in the extra time activity, such experience will be recognized.

Years of Experience:	1	2	3	4	5	6	7	8	9	10
Percentage:	8	11	14	16	18	20	22	24	26	28

COMPUTATION
Using the chart below

1. Add the factors you have assigned
   Time + Responsibilities + 2 = Total
2. Multiply this total (a percentage) by Level I, Step A
3. This result is the minimum basic pay
4. Assign percentage factor for years of experience
5. Multiply this factor by minimum basic pay
6. This result is the added compensation for an athletic activity.

	FACTORS						FACTOR	
Activity	Time 1-5	Responsibility 1-3	Pressure 2	Total %	Level I Step A	Minimum Basic Pay	Experience %	Annual Pay
Ath. Dir.								
V.Basketball								
Cross Country								
Golf								
Soccer								
Wrestling								
Riflery								
Skiing								
Stud.Sen. Advisor								
Stu.Yrbk. Advisor								
Baseball								

SIDE BAR

Department Chairs may provide appropriate supervision for adjunct (part-time) faculty who teach either credit or non-credit courses. Chairs will be compensated for this supervision by criteria listed in Article 14, Salary and Fringe Benefits, section H, 3d and 3h of the Agreement or by existing arrangements with Continuing Education Divisions. For purposes of this understanding, non-credit courses shall be calculated on the basis of forty-five (45) contact hours being equal to one (1) credit hour. A full-time faculty member shall be defined in terms of existing standards of load at each VTI campus.

Specific responsibilities of chairpersons and issues pertaining to load remuneration and consistency in System practices shall be referred to the Labor/Management Committee for study and recommendation to the Executive Director. This understanding shall remain in effect for the duration of this 1987-89 Agreement.

Jane Gilbert Date	Date
Negotiator, State of Maine	Negotiator, MTA/VTI

SIDE BAR

Effective July 1, 1987, and terminating upon the expiration of the current Labor Agreement, the Safety Officer of the Washington County Vocational Technical Institute will receive an annual stipend of seven hundred-fifty dollars ($750.00). Any other stipends associated with Safety Officers will be reviewed on a case basis.

Jane Gilbert Date	Date
Negotiator, State of Maine	Negotiator, MTA/VTI

ERIC CLEARINGHOUSE FOR JUNIOR COLLEGES JUL 22 1988

END

U.S. DEPT. OF EDUCATION

OFFICE OF EDUCATIONAL RESEARCH AND IMPROVEMENT (OERI)

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